

**CONTRACT #14**  
**RFS # 317.05-047**

**Department of Finance &  
Administration/Division of  
Accounts**

**VENDOR:**  
**Key Merchant Services**



STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF ACCOUNTS  
21ST FLOOR, WILLIAM R. SNODGRASS TENNESSEE TOWER  
312 - 8TH AVENUE, NORTH  
NASHVILLE, TENNESSEE 37243-0293

DAVE GOETZ  
COMMISSIONER

To: Jim White, Director  
Fiscal Review Committee  
G-19 War Memorial Building

From: Jan Sylvis *Jan Sylvis*  
Chief of Accounts

Subject: Non-Competitive Contract Amendment

Date: June 17, 2005

RECEIVED  
JUN 22 2005  
FISCAL REVIEW

The Division of Accounts establishes and manages a statewide contract for merchant services used to provide MasterCard and Visa credit card acceptance services to agencies. Our current contract with Key Merchant Services, LLC (KMS) expires July 9, 2005. The contract began on July 10, 2000 and was a three-year contract with two one-year extensions. The State began exploring a new procurement in 2002. We started the procurement process with a Request for Information (RFI) to determine how the marketplace had changed since our last procurement.

On May 25, 2005, the Department of Finance and Administration awarded a new contract for merchant services to Link2Gov Corporation. In planning conversion and statewide rollout, it has become apparent that there are technical issues that will prevent a full transition to the new contractor by the time the KMS contract expires on July 9, 2005. We are therefore requesting a 60-day extension to the current KMS contract to ensure continuity of services for those components that cannot be transitioned over to the new contractor by July 9, 2005.

The current contract is a result of six procurement and negotiation efforts. The initial procurement required proposals by 10/20/2003. The first procurement effort failed due to some proposers not answering basic RFP requirements and our receiving multiple proposals from the same vendor. The second procurement effort failed as none of the proposals responded to all requirements. A third attempt at a competitive negotiation failed when responders failed to meet state requirements. Each time we reviewed our RFP requirements and made adjustments for marketplace issues.

A fourth procurement required proposals by 1/7/05. We held a pre-bid conference that was well attended. We received five proposals. All but one proposer failed to meet the RFP requirements. The remaining proposer passed the mandatory and technical requirements, but failed to complete the cost proposal as required. Its cost proposal varied from the format on one small category, Diner's Club credit card acceptance.

We then requested to enter into a non-competitive negotiation with this remaining proposer. Our intention was to begin the conversion/transition in March 2005, before the state park peak season. That procurement failed when the proposer insisted on two separate contracts for each corporate business partner.

The current contract was based on a procurement invitation released on May 9, 2005. There was a pre-bid conference by telephone on May 12, 2005 and the announcement of award was made May 25, 2005. Due to the short time frame the contract was signed as quickly as permissible and immediate discussions began with the new contractor. In the course of those discussions it became clear that the communication links between the new contractor and the Hospitality Management System with the Department of Environment and Conservation were incompatible.

It is estimated that the required communication links cannot be established until August, at the earliest. The Hospitality Management System serves the lodging facilities at the largest and busiest state parks, so it is important for the State to have continuity of credit card processing services throughout the peak summer season. Because it could not be anticipated that conversion would present these problems until we had discussions with the new contractor, it was not possible to present this request for contract extension sixty-days prior to the termination of the KMS contract.

Meanwhile other merchant services not affected by this communication problem are now being transitioned to the new contractor.

# REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A REQUEST CAN NOT BE CONSIDERED IF INFORMATION PROVIDED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT CLEARLY ADDRESS EACH OF THE REQUIREMENTS INDIVIDUALLY AS REQUIRED.

RFS #	31705-047		
STATE AGENCY NAME :	Finance and Administration		
SERVICE CAPTION :	Statewide Credit Card & Debit Card Processing; Visa/Mastercard Acceptance & Settlement; Debit Card Acceptance & Settlement		
CONTRACT #	FA0114126-00	PROPOSED AMENDMENT #	4
CONTRACTOR :	Key Merchant Services		
CONTRACT START DATE :	7/10/2000		
CURRENT, LATEST POSSIBLE END DATE : (including ALL options to extend)	7/9/2005		
CURRENT MAXIMUM LIABILITY :	\$4,500,000.00		
LATEST POSSIBLE END DATE <u>WITH</u> PROPOSED AMENDMENT : (including ALL options to extend)	9/9/2005		
TOTAL MAXIMUM COST <u>WITH</u> PROPOSED AMENDMENT : (including ALL options to extend)	\$4,500,000.00		
APPROVAL CRITERIA : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
ADDITIONAL REQUIRED REQUEST DETAILS BELOW (address each item immediately following the requirement text)			
(1) description of the proposed additional service and amendment effects :			
This amendment will extend by two months the State's current credit and debit card processing contract. This contract now ends 7/9/05. The extension will ensure continued processing services by the current vendor through 9/9/05.			
(2) explanation of need for the proposed amendment :			

Through a competitive procurement process the Department of Finance & Administration awarded a new merchant services contract to Link2Gov. Upon initial discussion with the Link2Gov staff, it was determined that communications links and protocols between Link2Gov and the hospitality management system with the Department of Environment & Conservation were incompatible. It is estimated that the required direct-frame relay connect cannot be established until August, at the earliest. Because conversion will take longer than anticipated at the time, a contract extension with the current vendor is necessary to assure continuity of services. An Implementation Plan for conversion to the new contractor is attached.

(3) **name and address of the proposed contractor's principal owner(s) :**  
(not required if proposed contractor is a state education institution)

Key Merchant Services, LLC, One Concourse Parkway, Suite 300, Atlanta, Georgia 30328

(4) **documentation of OIR endorsement of the Non-Competitive procurement request :**  
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

(5) **documentation of Department of Personnel endorsement of the Non-Competitive procurement request :**  
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

(6) **description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :**

A competitive procurement process was used to establish the new merchant services ( Link2Gov) contract. Because of the complexity of the services required, it is not possible to to use a competitive procurement process prior to 7/9/05 to provide continued merchant services.

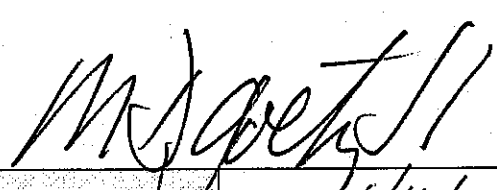
(7) **justification of why the F&A Commissioner should approve a Non-Competitive Amendment :**

This request is for a contract extension of two months to a current contract that is due to expire 7/9/05. The communication problems concern the hospitality management system which serves the lodging facilities at the largest state parks during the peak summer season. From a business point of view, it is crucial for the state to have continuity of credit card processing services throughout the peak season. This contract extension will assure such services and provide sufficient time for appropriate communication links to be established with the new vendor, Link2Gov.

**AGENCY HEAD REQUEST SIGNATURE:**

(must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)

SIGNATURE DATE

  
6/16/2005

ID	Task Name	Duration	Start	Finish	Predecessor	Resource Names
1	State of Tennessee Implementation	51.4 days?	Tue 05/31/05	Wed 08/10/05		
2	Project Initialization	6 days	Tue 05/31/05	Tue 06/07/05		Link2Gov/State of TN/PaymentT
3	Obtain executed contract	0.2 days	Tue 05/31/05	Tue 05/31/05		Link2Gov/State of TN
4	Kick Off - State	0.2 days	Tue 05/31/05	Tue 05/31/05		Link2Gov/State of TN
5	Kick Off - Megasys	0.2 days	Tue 05/31/05	Tue 05/31/05	4	Link2Gov/Megasys
6	Kick Off - NIC	0.2 days	Wed 06/01/05	Wed 06/01/05	4	Link2Gov/NIC
7	Create Comprehensive Spreadsheet of Terminals and Locations	1 day	Fri 06/03/05	Fri 06/03/05	4	State of TN
8	Create Project Plan	2 days	Mon 06/06/05	Tue 06/07/05	5,6,7	Link2Gov
9	Point of Sale Terminal Conversion	17 days?	Mon 06/06/05	Tue 06/28/05		L2G/TN/PayTech
10	POS Initialization	1.2 days	Mon 06/06/05	Tue 06/07/05		
11	Determine Virtual Terminal Locations	1 day	Mon 06/06/05	Mon 06/06/05	7	State of TN
12	Confirm that Processor Supports all Terminal Types	0.2 days	Tue 06/07/05	Tue 06/07/05	11	PaymentTech
13	Set up merchant ID's	6.8 days	Tue 06/07/05	Wed 06/15/05		PaymentTech
14	Prepare Merchant applications	1 day	Tue 06/07/05	Wed 06/08/05	10	PaymentTech
15	Submit merchant apps to back end processor	2 days	Wed 06/08/05	Fri 06/10/05	14	PaymentTech
16	Receive merchant ID's from back end processor	1 day	Mon 06/13/05	Mon 06/13/05	15	PaymentTech
17	Set up merchant accounts	2 days	Tue 06/14/05	Wed 06/15/05	16	PaymentTech
18	Terminal Conversion	7 days?	Thu 06/16/05	Sat 06/25/05		PaymentTech/State of TN
19	Create Download Schedule	1 day?	Thu 06/16/05	Thu 06/16/05	13	PaymentTech/State of TN
20	Complete Downloads	5 days?	Mon 06/20/05	Sat 06/25/05	19	PaymentTech
21	Install Virtual Terminal Software	7 days	Thu 06/16/05	Fri 06/24/05		Link2Gov/State of TN
22	Create Virtual Terminal Installation Schedule	1 day	Thu 06/16/05	Thu 06/16/05	13	Link2Gov/State of TN
23	Install Virtual Terminal	5 days	Mon 06/20/05	Fri 06/24/05	22	Link2Gov
24	Create Training Schedule	2 days	Mon 06/27/05	Tue 06/28/05		L2G/TN/PayTech
25	Location Training - POS	2 days	Mon 06/27/05	Tue 06/28/05	18	PaymentTech/State of TN
26	Location Training - Virtual Terminal	2 days	Mon 06/27/05	Tue 06/28/05	21	Link2Gov/State of TN
27	Portal/NIC Implementation	20.8 days?	Wed 06/01/05	Wed 06/29/05		Link2Gov/State of TN/NIC
28	API Initialization	1 day	Wed 06/01/05	Thu 06/02/05		Link2Gov/NIC
29	Confirm/Resend updated API to client	0.2 days	Wed 06/01/05	Wed 06/01/05	6	Link2Gov/NIC
30	Give client test MID's	0.2 days	Thu 06/02/05	Thu 06/02/05	29	Link2Gov/NIC
31	Set up merchant ID's	18 days	Thu 06/02/05	Tue 06/28/05		
32	Prepare Merchant applications	1 day	Thu 06/02/05	Fri 06/03/05	28	PaymentTech
33	Submit merchant apps to back end processor	5 days	Fri 06/03/05	Fri 06/10/05	32	PaymentTech
34	Receive merchant ID's from back end processor	10 days	Fri 06/10/05	Fri 06/24/05	33	PaymentTech
35	Set up merchant accounts	2 days	Fri 06/24/05	Tue 06/28/05	34	PaymentTech
36	Development	16 days?	Mon 06/06/05	Mon 06/27/05		

ID	Task Name	Duration	Start	Finish	Predecessor	Resource Names
37	Code existing application to L2G Gateway Specifications	16 days?	Mon 06/06/05	Mon 06/27/05	28	NIC
38	Begin Testing	1 day	Tue 06/28/05	Tue 06/28/05		
39	Technical conference call	0.5 days	Tue 06/28/05	Tue 06/28/05	36	Link2Gov/NIC
40	Review test data with client	0.5 days	Tue 06/28/05	Tue 06/28/05	39	Link2Gov
41	Implementation	1 day?	Wed 06/29/05	Wed 06/29/05		
42	NIC to Migrate Existing Application to L2G Gateway	1 day?	Wed 06/29/05	Wed 06/29/05	31,40	Link2Gov/NIC
43	HMS/MegaSys Conversion	47.6 days?	Tue 05/31/05	Thu 08/04/05		Link2Gov/State of TN/PaymentTech
44	HMS Initialization	0.6 days	Tue 05/31/05	Tue 05/31/05		State of TN
45	Confirm that Megasyms and Processor can communicate	0.3 days	Tue 05/31/05	Tue 05/31/05	5	PaymentTech/Megasyms
46	Confirm type of lines needed	0.3 days	Tue 05/31/05	Tue 05/31/05	45	Megasyms
47	Set up merchant ID's	13 days?	Wed 06/01/05	Fri 06/17/05		PaymentTech
48	Prepare Merchant Applications	1 day	Wed 06/01/05	Wed 06/01/05	44	PaymentTech
49	Submit merchant apps to back end processor	5 days?	Thu 06/02/05	Wed 06/08/05	48	PaymentTech
50	Receive merchant ID's from back end processor	5 days?	Thu 06/09/05	Wed 06/15/05	49	PaymentTech
51	Set up merchant accounts	2 days	Thu 06/16/05	Fri 06/17/05	50	PaymentTech
52	HMS Conversion	47 days?	Wed 06/01/05	Thu 08/04/05		PaymentTech/State of TN
53	Schedule OIR changes	1 day?	Wed 06/01/05	Wed 06/01/05	44	Megasyms
54	Deploy Frame Relay	45 days	Thu 06/02/05	Wed 08/03/05	53	
55	Deploy OIR changes	1 day?	Thu 08/04/05	Thu 08/04/05	57,54	
56	Code existing HMS application to PaymentTech Orbital	15 days?	Wed 06/01/05	Tue 06/21/05	44	
57	Test New Code	5 days?	Wed 06/22/05	Tue 06/28/05	56	
58	Deploy New Code	5 days?	Wed 06/29/05	Tue 07/05/05	57	
59	Project Closeout	3.4 days	Fri 08/05/05	Wed 08/10/05		
60	Transaction Reporting	3 days	Fri 08/05/05	Tue 08/09/05		L2G/TN/PayTech
61	Confirm Financial Batches from PaymentTech	1 day	Fri 08/05/05	Fri 08/05/05	9,27,43	Link2Gov/PaymentTech
62	Confirm Settlement Schedule	2 days	Mon 08/08/05	Tue 08/09/05	61	Link2Gov
63	Confirm Reporting Logins	0.2 days	Mon 08/08/05	Mon 08/08/05	61	Link2Gov/State of TN
64	Project closeout and Client Services hand-off conference call	0.2 days	Wed 08/10/05	Wed 08/10/05	60	Link2Gov/State of TN/PaymentTech
65	Close Project	0.2 days	Wed 08/10/05	Wed 08/10/05	64	Link2Gov

**CONTRACT SUMMARY SHEET**

<b>RFS Number:</b>	317.05-047		<b>Contract Number:</b>	FA-01-14126-04		
<b>State Agency:</b>	Department of Finance & Adm		<b>Division:</b>	Accounts		
<b>Contractor</b>			<b>Contractor Identification Number</b>			
Key Merchant Services, LLC			<input checked="" type="checkbox"/>	V-	58-2359974	
			<input type="checkbox"/>	C-		
<b>Service Description</b>						
Contract for credit card and electronic checking services						
<b>Contract Begin Date</b>			<b>Contract End Date</b>			
July 10, 2000			September 9, 2005			
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant</b>	<b>Grant Code</b>	<b>Subgrant Code</b>
317.05	2007	083	12	on STARS		
<b>FY</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Interdepartmental Funds</b>	<b>Other Funding</b>	<b>Total Contract Amount</b> (including ALL amendments)	
2001			500,000		500,000	
2002			500,000		500,000	
2003			1,000,000		1,000,000	
2004			2,300,000		2,300,000	
2005			200,000		200,000	
<b>Total:</b>	-	-	4,500,000	-	4,500,000	
<b>CFDA #</b>			<b>Check the box ONLY if the answer is YES:</b>			
<b>State Fiscal Contact</b>			<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>			
<b>Name:</b>	Rhonda Hicks		<b>Is the Contractor a VENDOR? (per OMB A-133)</b>			
<b>Address:</b>	14th Floor 312 8th Ave N		<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b>			
<b>Phone:</b>	741-9795		<b>Is the Contractor on STARS?</b>			
<b>Procuring Agency Budget Officer Approval Signature</b>			<b>Is the Contractor's FORM W-9 ATTACHED?</b>			
			<b>Is the Contractors Form W-9 Filed with Accounts?</b>			
			<b>Funding Certification</b>			
<b>COMPLETE FOR ALL AMENDMENTS (only)</b>			Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.			
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>				
<b>END DATE →</b>	July 9, 2005	September 9, 2005				
<b>FY: 2001</b>	500,000					
<b>FY: 2002</b>	500,000					
<b>FY: 2003</b>	1,000,000					
<b>FY: 2004</b>	2,300,000					
<b>FY: 2005</b>	200,000					
<b>Total:</b>	4,500,000	-				



**AMENDMENT FOUR  
TO CONTRACT FA 01-14126-00  
BETWEEN THE  
STATE OF TENNESSEE, DEPARTMENT OF FINANCE & ADMINISTRATION  
AND  
KEY MERCHANT SERVICES, LLC**

This contract, by and between the State of Tennessee, Department of Finance and Administration, and Key Merchant Services, LLC, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete A. SCOPE OF SERVICES; and insert the following in its place:  
  
A. SCOPE OF SERVICES: Effective, July 10, 2005, the Contractor shall perform Sections A.1. through A.14. as necessary to accomplish an orderly transition between this Contract and a new contract with a different vendor.
2. Delete Section B.1. Contract Term, in its entirety and insert the following in its place:  
  
B.1. Contract Term. This Contract shall be effective for the period commencing on July 10, 2000 and ending on September 9, 2005. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**KEY MERCHANT SERVICES, LLC:**

---

Muriel Ayer, Vice President, National Sales Director

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

---

M. D. Goetz, Jr., Commissioner

Date

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

---

M. D. Goetz, Jr., Commissioner

Date

**COMPTROLLER OF THE TREASURY:**

---

John G. Morgan, Comptroller

Date

# CONTRACT SUMMARY SHEET

RFS Number:	317.05-026	Contract Number:	FA-01-14126-03
State Agency:	Department of Finance & Adm	Division:	Accounts
Contractor		Contractor Identification Number	
Key Merchant Services, LLC		X	V-
			C-
58-2359974			

## Service Description

Contract for credit card and electronic checking services

Contract Begin Date	Contract End Date
July 10, 2000	July 9, 2005

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
317.05	2007	083	12	on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2001			500,000		500,000
2002			500,000		500,000
2003			1,000,000		1,000,000
2004			2,300,000		2,300,000
2005			200,000		200,000
Total:	-	-	4,500,000	-	4,500,000

CFDA #	Check the box ONLY if the answer is YES:
--------	--

State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name:	Rhonda Hicks	Is the Contractor a VENDOR? (per OMB A-133)	
Address:	14th Floor 312 8th Ave N	Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone:	741-9795	Is the Contractor on STARS?	X

Procuring Agency Budget Officer Approval Signature	Is the Contractor's FORM W-9 ATTACHED?	
--	--	--

Is the Contractors Form W-9 Filed with Accounts?	X
--	---

Funding Certification
-----------------------

COMPLETE FOR ALL AMENDMENTS (only)			Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
END DATE →	Base Contract & Prior Amendments	This Amendment ONLY	
FY: 2001	500,000		
FY: 2002	500,000		
FY: 2003	1,000,000		
FY: 2004	2,300,000		
FY: 2005	200,000		

Total:	4,500,000	-
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PROCESSED

JUN 23 2004

DIRECTOR OF ACCOUNTS

RECEIVED  
JUN 17 AM 8:44  
CAPITOL BUILDING  
OFFICE OF  
MANAGEMENT SERVICES

**AMENDMENT THREE  
TO CONTRACT FA 01-14126-00  
BETWEEN THE  
STATE OF TENNESSEE, DEPARTMENT OF FINANCE & ADMINISTRATION  
AND  
KEY MERCHANT SERVICES, LLC**

This contract, by and between the State of Tennessee, Department of Finance and Administration, and Key Merchant Services, LLC, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section B.1. Contract Term in its entirety and insert the following in its place:

B.1. Contract Term. This Contract shall be effective for the period commencing July 10, 2000, and ending on July 9, 2005. The State shall have no obligation for services rendered by the Contractor which are not performed within the specific period.

2. Delete Section B.2. Term Extension in its entirety.

3. Delete Section C.3. Payment Methodology, in its entirety and insert the following in its place:

C.3. Payment Methodology. For the period July 10, 2000 through March 31, 2003, the Contractor shall be compensated based on the Service Rates set forth in Attachment B to this Contract, in amounts not to exceed the Contract Maximum liability established in Section C1. The Contractor's compensation shall be contingent upon the satisfactory completion of services as defined in the Scope of Services section of this contract. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all the necessary supporting documentation, prior to payment.

Effective April 1, 2003 through April 30, 2004, the Contractor shall be compensated based on the Service Rates set forth in Attachment B (Revised Service Rates) to this Contract, in amounts not to exceed the Contract Maximum liability established in Section C1. The Contractor's compensation shall be contingent upon the satisfactory completion of services as defined in the Scope of Services section of this contract. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all the necessary supporting documentation, prior to payment.

Effective May 1, 2004, the Contractor shall be compensated based on the actual costs paid by the Contractor for the credit card associations' and the debit networks' interchange, dues, assessments and fees and the Service Rates set forth in Attachment B (Revised Service Rates II) to this Contract, in amounts not to exceed the Contract Maximum liability established in Section C1. The Contractor's Service Rates set forth in Attachment B (Revised Service Rates II) shall not exceed the Service Rates contained in Attachment B of the original contract, FA- 01-14126-00. The Contractor's compensation shall be contingent upon the satisfactory completion of services as defined in the Scope of Services section of this contract. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all the necessary supporting documentation, prior to payment.


4. Add the following after Section E.13.:

E.14. Interchange, Dues, Assessments and Fees. The Contractor shall maintain documentation of the actual costs for the credit card associations' and the debit networks' interchange, dues, assessments and fees paid by the Contractor. The Contractor shall provide such documentation as well as documentation of the credit card associations' and the debit networks' interchange descriptions, rates and fees at the State's request. The Contractor shall maintain such documentation in accordance with Section D.8. Records.

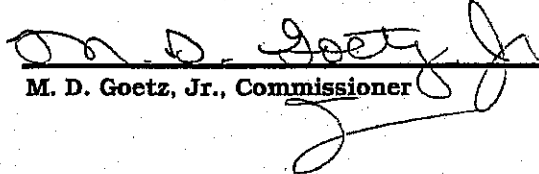
The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

KEY MERCHANT SERVICES, LLC:


 6/11/04  
\_\_\_\_\_  
Muriel Ayer, Vice President, National Sales Director Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

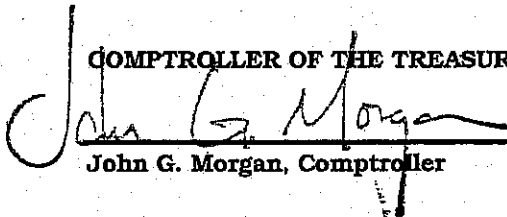
 6-10-04  
\_\_\_\_\_  
M. D. Goetz, Jr., Commissioner Date etn

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

 6-16-04  
\_\_\_\_\_  
M. D. Goetz, Jr., Commissioner Date

COMPTROLLER OF THE TREASURY:

 6/21/04  
\_\_\_\_\_  
John G. Morgan, Comptroller Date

**Attachment B**  
**Revised Service Rates II**  
**Effective May 1, 2004**

**Schedule A - Authorization and Processing Fees**

Description	Rate Per Item (%)	Cost Per Item (\$)
Visa and MasterCard .	0.09000%	0.17000
American Express - POS		0.10000
American Express - Internet		0.10000
Diners - POS		0.10000
Diners - Internet		0.10000
Discover - POS		0.10000
Discover - Internet		0.10000
Debit card - POS		0.22000
Signature Debit Internet		0.17000

**Schedule B - Installation and Set Up**

Installation and Set Up	Cost
<b>Setup Charges:</b>	
POS Merchant ID Set Up (per Merchant ID)	\$ 75.00
Internet Merchant ID Set Up (per Merchant ID)	\$ 75.00
<b>Equipment</b>	Device Type: Verifone Omni 3200
POS Terminal, printer & software (per device)	Purchase Price: \$745.00 per device
	Lease (36 Month Term): \$19.99 per month
<b>Equipment Maintenance:</b>	
POS Maintenance - Terminal, printer & software (per device, per month)	\$0.00
Telecommunication Fee:	\$0.00

**Schedule C - Other Charges Not Included in Schedule A or B**

Other charges	Cost
Chargebacks (per item)	\$ 10.00
Merchant ID Maintenance (per ID, per month)	\$ 2.00
Data access/reporting, (per ID, per month)	\$0.00
Client software for reporting/reconciliation (one time, per State)	\$ 399.00
Client software - reporting/reconciliation maintenance & Settlement data-retrieval and access (per month, per State)	\$ 9.99
For replacement of broken equipment there is a Swap Program with fees per occurrence as follows:	
(a) For equipment within one-year warranty period, a \$35.00 fee per occurrence is charged.	\$ 35.00
(b) For equipment outside the one-year warranty period, a \$125.00 fee per occurrence is charged.	\$ 125.00

## CONTRACT SUMMARY SHEET

RFS Number	317.05-006	Contract Number	FA-01-14126-02
State Agency	Department of Finance & Adm	Division	Accounts
Contractor		Contractor Identification Number	
Key Merchant Services, LLC		X	V- C-
		58-2359974	

## Service Description

Contract for credit card and electronic checking services

Contract Begin Date	Contract End Date
July 10, 2000	July 9, 2004

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
317.05	2007	083	12	on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2001			500,000		500,000
2002			500,000		500,000
2003			1,000,000		1,000,000
2004			2,300,000		2,300,000
2005			200,000		200,000
Total:	-	-	4,500,000	-	4,500,000

CFDA #	Check the box ONLY if the answer is YES:
--------	--

State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name	Rhonda Hicks	Is the Contractor a VENDOR? (per OMB A-133)	
Address	14th Floor 312 8th Ave N	Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone	741-9795	Is the Contractor on STARS?	X

Procuring Agency Budget Officer Approval Signature	Is the Contractor's FORM W-9 ATTACHED?	
	Is the Contractor's Form W-9 Filed with Accounts?	X

## Funding Certification

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

COMPLETE FOR ALL AMENDMENTS (only)		
	Base Contract & Prior Amendments	This Amendment ONLY
END DATE →	July 9, 2003	July 9, 2004
FY: 2001	1,000,000	(500,000)
FY: 2002	2,000,000	(1,500,000)
FY: 2003	2,000,000	(1,000,000)
FY: 2004		2,300,000
FY: 2005		200,000
Total:	5,000,000	(500,000)

PROCESSED

APR 11 2003

DIRECTOR OF ACCOUNTS

**AMENDMENT TWO  
TO CONTRACT FA 01-14126-00  
BETWEEN THE  
STATE OF TENNESSEE, DEPARTMENT OF FINANCE & ADMINISTRATION  
AND  
KEY MERCHANT SERVICES, LLC**

This contract, by and between the State of Tennessee, Department of Finance and Administration, and Key Merchant Services, LLC, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section B.1. Contract Term in its entirety and insert the following in its place:  
  
B.1. Contract Term. This Contract shall be effective for the period commencing July 10, 2000, and ending on July 9, 2004. The State shall have no obligation for services rendered by the Contractor which are not performed within the specific period.
2. Delete Section B.2. Term Extension in its entirety and insert the following in its place:  
  
B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.
3. Delete Section C.1. Maximum Liability, paragraph one, in its entirety and insert the following in its place:  
  
C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million Five Hundred Thousand Dollars (\$4,500,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor



for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

4. Delete Section C.3. Payment Methodology. in its entirety and insert the following in its place:

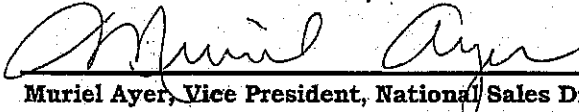
C.3. Payment Methodology. – For the period July 10, 2000 through March 31, 2003, the Contractor shall be compensated based on the Service Rates set forth in Attachment B to this Contract, in amounts not to exceed the Contract Maximum liability established in Section C1. The Contractor's compensation shall be contingent upon the satisfactory completion of services as defined in the Scope of Services section of this contract. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all the necessary supporting documentation, prior to payment.

Effective April 1, 2003, the Contractor shall be compensated based on the Service Rates set forth in Attachment B (Revised Service Rates) to this Contract, in amounts not to exceed the Contract Maximum liability established in Section C1. The Contractor's compensation shall be contingent upon the satisfactory completion of services as defined in the Scope of Services section of this contract. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all the necessary supporting documentation, prior to payment.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

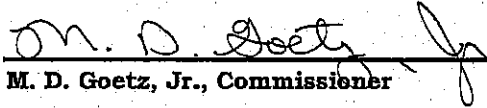
KEY MERCHANT SERVICES, LLC:

  
Muriel Ayer, Vice President, National Sales Director

3/20/03

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
M. D. Goetz, Jr., Commissioner

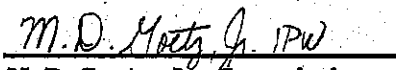
3-25-03

Date

eth

APPROVED:

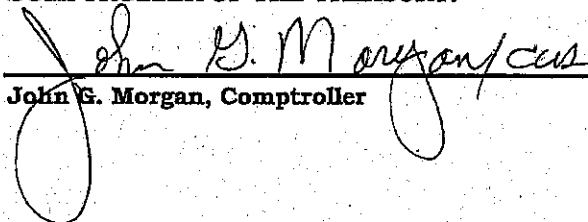
DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
M. D. Goetz, Jr., Commissioner

MAR 26 2003

Date

COMPTROLLER OF THE TREASURY:

  
John G. Morgan, Comptroller

3-28-03

Date

**Attachment B**  
**Revised Service Rates**  
**Effective April 1, 2003**

**Schedule A - Authorization and Processing Fees**

(A) Interchange Rate Description	Visa/MasterCard Interchange			Contractor Fees		(G) (B)+(D)+(E)	(H) (C)+(F)
	(B) Rate Per Item (%)	(C) Cost Per Item (\$)	(D) Assessment Rate Per Item (%)	(E) Rate Per Item (%)	(F) Cost Per Item (\$)	Total Rate Per Item (%)	Total Cost Per Item (\$)
<b>Visa</b>							
CPS Retail Check Card	1.25000%	0.10000	0.08400%	0.09000%	0.17000	1.42400%	0.27000
Check Card Supermarket/Warehouse Club		0.40000	0.08400%	0.09000%	0.17000	0.17400%	0.57000
CPS Retail	1.39000%	0.10000	0.08400%	0.09000%	0.17000	1.56400%	0.27000
Supermarket	1.20000%		0.08400%	0.09000%	0.17000	1.37400%	0.17000
CPS Retail 2	1.43000%	0.05000	0.08400%	0.09000%	0.17000	1.60400%	0.22000
CPS Hotel/Car Rental	1.58000%	0.10000	0.08400%	0.09000%	0.17000	1.75400%	0.27000
CPS Card Not Present	1.80000%	0.10000	0.08400%	0.09000%	0.17000	1.97400%	0.27000
CPS Retail Key Entered	1.80000%	0.10000	0.08400%	0.09000%	0.17000	1.97400%	0.27000
CPS E-commerce Basic	1.80000%	0.10000	0.08400%	0.09000%	0.17000	1.97400%	0.27000
CPS E-commerce Preferred	1.80000%	0.10000	0.08400%	0.09000%	0.17000	1.97400%	0.27000
CPS E-commerce Preferred-Hotel	1.58000%	0.10000	0.08400%	0.09000%	0.17000	1.75400%	0.27000
CPS E-commerce Preferred-Auto Rental	1.58000%	0.10000	0.08400%	0.09000%	0.17000	1.75400%	0.27000
CPS E-commerce Preferred-Pass Transport	1.70000%	0.05000	0.08400%	0.09000%	0.17000	1.87400%	0.22000
CPS Account Funding	2.00000%	0.10000	0.08400%	0.09000%	0.17000	2.17400%	0.27000
EIRF	2.14000%	0.10000	0.08400%	0.09000%	0.17000	2.31400%	0.27000
Standard	2.49000%	0.10000	0.08400%	0.09000%	0.17000	2.66400%	0.27000
GSA Large Ticket	0.95000%	35.00000	0.08400%	0.09000%	0.17000	1.12400%	35.17000
Purchasing Large Ticket	0.95000%	35.00000	0.08400%	0.09000%	0.17000	1.12400%	35.17000
CPS Automated Fuel	1.50000%	0.05000	0.08400%	0.09000%	0.17000	1.67400%	0.22000
CPS Passenger Transport	1.70000%	0.05000	0.08400%	0.09000%	0.17000	1.87400%	0.22000
Commercial Card Electronic	2.14000%	0.10000	0.08400%	0.09000%	0.17000	2.31400%	0.27000
Commercial Card Standard	2.63000%	0.10000	0.08400%	0.09000%	0.17000	2.80400%	0.27000
International Electronic	1.00000%		0.08400%	0.09000%	0.17000	1.17400%	0.17000
International Standard	1.44000%		0.08400%	0.09000%	0.17000	1.61400%	0.17000
International Commercial Card	1.80000%		0.08400%	0.09000%	0.17000	1.97400%	0.17000
Signature Card Electronic	2.14000%	0.10000	0.08400%	0.09000%	0.17000	2.31400%	0.27000
Signature Card Standard	2.63000%	0.10000	0.08400%	0.09000%	0.17000	2.80400%	0.27000
Express Payment Service	2.00000%	0.02000	0.08400%	0.09000%	0.17000	2.17400%	0.19000
Consumer Credit Vouchers	1.60000%		0.08400%	0.09000%	0.17000	1.77400%	0.17000
Commercial Card Vouchers	2.21000%		0.08400%	0.09000%	0.17000	2.38400%	0.17000
Consumer MO/TO Voucher	1.96000%		0.08400%	0.09000%	0.17000	2.13400%	0.17000
Passenger Transport	1.94000%		0.08400%	0.09000%	0.17000	2.11400%	0.17000

**Attachment B**  
**Revised Service Rates**  
**Effective April 1, 2003**

**Schedule A - Authorization and Processing Fees (Cont)**

(A) Interchange Rate Description	Visa/MasterCard Interchange			Contractor Fees		(G) (B)+(D)+(E)	(H) (C)+(F)
	(B) Rate Per Item (%)	(C) Cost Per Item (\$)	(D) Assessment Rate Per Item (%)	(E) Rate Per Item (%)	(F) Cost Per Item (\$)	Total Rate Per Item (%)	Total Cost Per Item (\$)
<b>MasterCard</b>							
Merit III	1.40000%	0.10000	0.09500%	0.09000%	0.17000	1.58500%	0.27000
SuperMarket	1.20000%		0.09500%	0.09000%	0.17000	1.38500%	0.17000
Warehouse Club	1.10000%		0.09500%	0.09000%	0.17000	1.28500%	0.17000
Key Entered	1.80000%	0.10000	0.09500%	0.09000%	0.17000	1.98500%	0.27000
Merit I	1.90000%	0.10000	0.09500%	0.09000%	0.17000	2.08500%	0.27000
Standard	2.65000%	0.10000	0.09500%	0.09000%	0.17000	2.83500%	0.27000
MC Passenger Transport	1.70000%	0.10000	0.09500%	0.09000%	0.17000	1.88500%	0.27000
Convenience Purchases	1.80000%		0.09500%	0.09000%	0.17000	1.98500%	0.17000
MC Travel Industries Premier Service	1.58000%	0.10000	0.09500%	0.09000%	0.17000	1.76500%	0.27000
Corporate Face to Face (Purchasing Cards)	1.40000%	0.10000	0.09500%	0.09000%	0.17000	1.58500%	0.27000
Corporate Data Rate III	1.45000%		0.09500%	0.09000%	0.17000	1.63500%	0.17000
Corporate Data Rate II	1.90000%		0.09500%	0.09000%	0.17000	2.08500%	0.17000
Corporate Data Rate I	2.45000%	0.10000	0.09500%	0.09000%	0.17000	2.63500%	0.27000
Corporate Standard	2.65000%	0.10000	0.09500%	0.09000%	0.17000	2.83500%	0.27000
Corporate Large Ticket	0.85000%	40.00000	0.09500%	0.09000%	0.17000	1.03500%	40.17000
Corporate T&E III	2.00000%	0.10000	0.09500%	0.09000%	0.17000	2.18500%	0.27000
Corporate T&E II	2.10000%	0.10000	0.09500%	0.09000%	0.17000	2.28500%	0.27000
Corporate T&E 1	2.30000%		0.09500%	0.09000%	0.17000	2.48500%	0.17000
Int'l Corporate Purchasing	2.15000%		0.09500%	0.09000%	0.17000	2.33500%	0.17000
International Electronic	1.37000%		0.09500%	0.09000%	0.17000	1.55500%	0.17000
International Standard	2.10000%	0.10000	0.09500%	0.09000%	0.17000	2.28500%	0.27000
World MasterCard Card	2.20000%	0.10000	0.09500%	0.09000%	0.17000	2.38500%	0.27000
Service Industries	1.15000%	0.05000	0.09500%	0.09000%	0.17000	1.33500%	0.22000
Int'l Corporate	2.15000%		0.09500%	0.09000%	0.17000	2.33500%	0.17000
Int'l Corp. Purch. Data Rt II	1.55000%		0.09500%	0.09000%	0.17000	1.73500%	0.17000
Int'l Corporate Large Ticket	0.75000%	30.00000	0.09500%	0.09000%	0.17000	0.93500%	30.17000
Public Sector	1.50000%	0.10000	0.09500%	0.09000%	0.17000	1.68500%	0.27000
Payment Transactions Consumer & Corporate	0.19000%	0.53000	0.09500%	0.09000%	0.17000	0.37500%	0.70000
<b>American Express - POS</b>							
American Express - Internet					0.15000		
Diners - POS					0.32000		
Diners - Internet					0.15000		
Discover - POS					0.32000		
Discover - Internet					0.15000		
Debit card - POS					0.60000		
Debit card - Internet					0.66000		

**Attachment B**  
**Revised Service Rates**  
**Effective April 1, 2003**

**Schedule B - Installation and Set Up**

Installation and Set Up	Cost
<b>Setup Charges:</b>	
POS Merchant ID Set Up (per Merchant ID)	\$ 75.00
Internet Merchant ID Set Up (per Merchant ID)	\$ 75.00
<b>Equipment</b>	Device Type: Verifone Omni 3200
POS Terminal, printer & software (per device)	Purchase Price: \$745.00 per device
	Lease (36 Month Term): \$19.99 per month
<b>Equipment Maintenance:</b>	
POS Maintenance - Terminal, printer & software (per device, per month)	\$0.00
Telecommunication Fee:	\$0.00

**Schedule C - Other Charges Not Included in Schedule A or B**

Other charges	Cost
Chargebacks (per item)	\$ 10.00
Merchant ID Maintenance (per ID, per month)	\$ 2.00
Data access/reporting, (per ID, per month)	\$0.00
Client software for reporting/reconciliation(one time, per State)	\$ 399.00
Client software - reporting/reconciliation maintenance & Settlement data-retrieval and access (per month, per State)	\$ 9.99
For replacement of broken equipment there is a Swap Program with fees per occurrence as follows:	
(a)For equipment within one-year warranty period, a \$35.00 fee per occurrence is charged.	\$ 35.00
(b)For equipment outside the one-year warranty period, a \$125.00 fee per occurrence is charged.	\$ 125.00

# CONTRACT SUMMARY SHEET

<b>Contract Number</b> FA-01-14126-00		<b>State Agency</b> Department of Finance and Administration	
<b>RFS Number</b> RFS-317.05-001		<b>Division</b> Accounts Jack <b>RECEIVED</b>	
<b>Contractor</b> Key Merchant Services, LLC		<b>Vendor ID Number</b> 58-2359974	
		<input checked="" type="checkbox"/> <b>V</b> <input type="checkbox"/> <b>C</b>	
<b>Service Description</b> Contract for Credit Card and Electronic Checking Services			
<b>Contract Begin Date</b> July 10, 2000		<b>Contract End Date</b> July 09, 2003	
<b>Allotment Code</b> 317.05	<b>Cost Center</b> 2007	<b>Object Code</b> 083	<b>Fund</b> 12
		<input type="checkbox"/> on STARS	
<b>FY</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Interdepartmental Funds</b>
2001			\$1,000,000
2002			\$2,000,000
2003			\$2,000,000
<b>Total</b>			\$5,000,000

<input type="checkbox"/>	<b>Fiscal Year Funding Is Strictly Limited</b>	<b>CFDA Number</b>	
<input type="checkbox"/>	<b>Contractor is on STARS</b>	<b>State Fiscal Contact</b>	
<input type="checkbox"/>	<b>Current Form W-9 On File With Accounts OR</b>	<b>Name</b>	Jan Sylvis or Nancy Blevins
<input checked="" type="checkbox"/>	<b>Form W-9 Attached</b>	<b>Address</b>	20 <sup>th</sup> floor, Snodgrass-Tn Tower
		<b>Phone</b>	312 8 <sup>th</sup> Avenue, Nashville, Tn 37243
			(615)532-9612
<input checked="" type="checkbox"/>	<b>Service Provider Registered with F&amp;A</b>	<b>Procuring Agency Budget Officer Approval Signature</b>	
<input type="checkbox"/>	<b>Contractor is a SUBRECIPIENT (as defined by OMB Circular A-133)</b>	<i>Michael M...</i>	

COMPLETE FOR <u>ALL</u> AMENDMENTS (only)			Funding Certification
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>	Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
<b>Contract End Date</b>			
<b>FY</b>			
<b>FY</b>			
<b>FY</b>			
<b>FY</b>			

**PROCESSED**  
JAN - 9 2001  
DIRECTOR OF ACCOUNTS

F & A  
BUSINESS & FINANCE

OCR Use Only

RECEIVED  
JAN 10 P 2:31

AMENDMENT NUMBER ONE  
TO CONTRACT FA-01-14126-00

BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
AND  
KEY MERCHANT SERVICES, LLC

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and Key Merchant Services, LLC, hereinafter referred to as the Contractor, is hereby amended as follows:

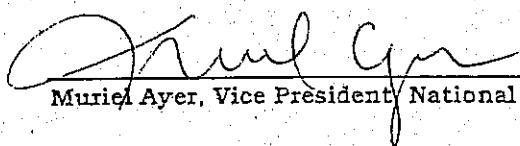
1. Add the following as an additional item in Attachment B, Schedule C, "Other Charges Not Includes in Section A or B:"

"For replacement of broken equipment there is a Swap Program with fees per occurrence as follows: (a) For equipment within the one year warranty period, a \$35.00 fee per occurrence fee is charged. (b) For equipment outside the one-year warranty period, a \$125.00 fee per occurrence is charged."

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

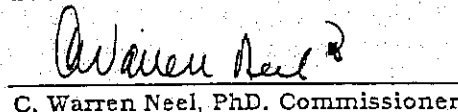
IN WITNESS WHEREOF:

KEY MERCHANT SERVICES, LLC.

  
Muriel Ayer, Vice President, National Sales Director

11/30/00  
DATE

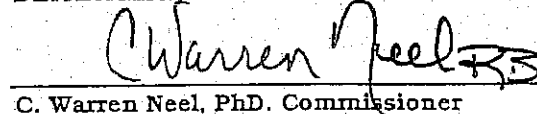
DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
C. Warren Neel, PhD. Commissioner

12-1-00  
DATE

APPROVED:

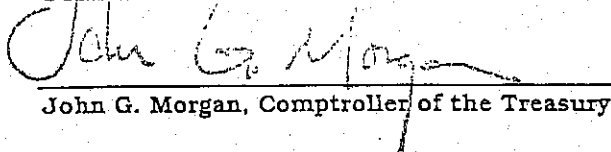
DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
C. Warren Neel, PhD. Commissioner

DEC 21 2000

DATE

COMPTROLLER OF THE TREASURY:

  
John G. Morgan, Comptroller of the Treasury

12/27/00  
DATE

# CONTRACT SUMMARY SHEET

<b>Contract Number</b>	FA-01-14126-00	<b>State Agency</b>	Finance and Administration
		<b>Division</b>	Accounts Velvet Hunter 741-9664
		<b>Vendor ID Number</b>	
Key Merchant Services, LLC		<input checked="" type="checkbox"/> V <input type="checkbox"/> C	58-2359974

## Service Description

Contract for Credit Card, Debit Card, and Electronic Checking Services.

<b>Contract Begin Date</b>				<b>Contract End Date</b>			
July 10, 2000				July 09, 2003			
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant</b>	<b>Grant Code</b>	<b>Subgrant Code</b>	
317.05	2007	083	112	<input type="checkbox"/> on STARS			

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2001			\$1,000,000		\$1,000,000
2002			\$2,000,000		\$2,000,000
2003			\$2,000,000		\$2,000,000
<b>Total</b>			\$5,000,000		\$5,000,000

<input type="checkbox"/>	Fiscal Year Funding Is Strictly Limited	<b>CFDA Number</b>	
<input type="checkbox"/>	Contractor is on STARS	<b>State Fiscal Contact</b>	
<input type="checkbox"/>	Current Form W-9 On File With Accounts OR	<b>Name</b>	Maureen Abbey - Jan Syllis or
<input checked="" type="checkbox"/>	Form W-9 Attached	<b>Address</b>	20 <sup>th</sup> Floor, Snodgrass TN Tower
		<b>Phone</b>	615-741-6070
<input checked="" type="checkbox"/>	Service Provider Registered with F&A	<b>Procuring Agency Budget Officer Approval Signature</b>	
<input type="checkbox"/>	Contractor is a SUBRECIPIENT (as defined by OMB Circular A-133)	William D. Hunter	

### COMPLETE FOR ALL AMENDMENTS (only)

	Base Contract & Prior Amendments	This Amendment ONLY
<b>Contract End Date</b>		
FY		
FY		
FY		
FY		
FY		
<b>Total</b>		

**Funding Certification**

Pursuant to T.C.A., Section 9-6-113, I, John D. Ferguson, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

OCR Use Only